

EXHIBIT B

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

MAXIMILIAN KLEIN, et al., on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

META PLATFORMS, INC.,

Defendant.

Case No. 3:20-cv-08570-JD

Hon. James Donato

**ADVERTISER PLAINTIFFS' FIRST
SUPPLEMENTAL RESPONSE AND
OBJECTIONS TO DEFENDANT META
PLATFORMS, INC.'S INTERROGATORY
NO. 16 TO ADVERTISER PLAINTIFFS**

CONTAINS INFORMATION DESIGNATED HIGHLY CONFIDENTIAL**INTERROGATORIES****INTERROGATORY NO. 16:**

Identify each agreement, whether written or unwritten, between Meta and any Person that You contend to be “exclusionary,” as alleged in the Advertiser Complaint.

SUPPLEMENTAL RESPONSE:

Advertiser Plaintiffs incorporate by reference their general objections and specific objections to Defendants’ preamble, definitions, and instructions.

Advertiser Plaintiffs object to Interrogatory No. 16 because it is overbroad and unduly burdensome. Advertiser Plaintiffs also object to Interrogatory No. 16 on the grounds that it calls for a legal conclusion and/or assumes legal conclusions as part of the question posed. Advertiser Plaintiffs additionally object to Interrogatory No. 16 on the grounds that it seeks information in Facebook’s possession, custody, or control that has not yet been produced in discovery in this case, including through Facebook’s contumacious withholding and redaction of unprivileged material from Facebook’s FTC Investigation document search and review (which materials Facebook has flatly refused to review in conjunction with this case, contrary to the Federal Rules and other applicable law) and Facebook’s *Klein*-specific document search and review; through Facebook’s refusal to search for, review, and produce relevant information from specific non-email electronic sources; through Facebook’s refusal to produce source code and its improper redaction of that source code from as-produced documents, which it has refused to remedy in connection with its FTC Investigation production; through Facebook’s refusal to produce indisputably relevant logs and tables from Hive and other data sources, including those pertaining to Onavo; through Facebook’s unprepared corporate designee at a 30(b)(6) deposition; and through other prejudicial discovery conduct by Facebook that is gradually coming to light as fact discovery proceeds. Advertiser Plaintiffs further object to Interrogatory No. 16 on the ground that it asks about “agreements” that Advertiser Plaintiffs “contend to be ‘exclusionary,’” when in fact the Advertiser Complaint contends that Facebook committed exclusionary acts (as that term is derived from Sherman Act case law) to anticompetitively maintain its monopoly, including by entering into anticompetitive agreements that, when viewed in

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the context of Facebook’s anticompetitive course of conduct alleged in the Advertiser Complaint, constitute exclusionary conduct by Facebook (again, using “exclusionary” as a term of art derived from Sherman Act case law). Advertiser Plaintiffs also object to Interrogatory No. 16 on the grounds that it is premature, given that fact discovery is ongoing, thousands of documents continue to be produced every week by Facebook and third-parties, fact depositions are proceeding, and expert discovery has not yet even commenced in earnest. Relatedly, Advertiser Plaintiffs object to Interrogatory No. 16 on the grounds that it calls for expert testimony, which is not yet due under the Court’s scheduling order, particularly in connection with the Interrogatory’s demand that Advertiser Plaintiffs “identify each agreement . . . contend[ed] to be ‘exclusionary.’” This expert testimony, in turn, requires and/or will be based on factual discovery that is ongoing and has not yet been completed.

Subject to the foregoing general and specific objections, Advertiser Plaintiffs respond as follows:

This is a monopoly maintenance case in which Advertiser Plaintiffs allege that Facebook unlawfully maintained its monopoly power in the United States Social Advertising Market since December 2016 through an anticompetitive course of conduct that includes, among other things, several agreements with third parties. Facebook’s unlawful monopoly-maintaining conduct comprises “exclusionary acts,” as that term is used in Sherman Act case law. Advertiser Plaintiffs also allege that Facebook entered into a *per se* illegal market division agreement with Google, which injured competition in the United States Social Advertising Market and the Advertiser Plaintiffs and Proposed Advertiser Classes.

Facebook’s monopoly maintenance scheme—at issue in Advertiser Plaintiffs’ case—comprises conduct starting in December 2016 that had the specific intent, and the actual net effect, of anticompetitively preserving Facebook’s United States Social Advertising Market dominance, which conduct included the following express or implicit agreements:

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Parties	Subject Matter	Approximate Date(s)
Facebook and Microsoft	Windows Phone Extended API Agreement	June 2015; enforced through at least 2018
Facebook and Sony	Extended API Agreement	July 2015; enforced through at least 2018
Facebook and Microsoft	Xbox Live Extended API Agreement	August 2015; enforced through at least 2018
Facebook and Amazon	Extended API Agreement	November 2015; enforced through at least 2018
Facebook and Apple	Extended API Agreement (Graph API)	approx. 2015-2016; enforced through at least April 2018
Facebook and Blizzard Entertainment	Extended API Addendum (Friends)	Aug. 2016; enforced through at least 2018
Facebook and NVIDIA	Extended API Addendum (Friends)	Dec. 27, 2016
Facebook and BigTree Entertainment Private Limited	Extended API Agreement (Events)	Jan. 2017
Facebook and Vendini Ticketing US LLC	Extended API Agreement (Events)	Jan. 2017; Apr. 2017
Facebook and Eventim	Extended API Agreement (Events)	Feb. 2017; Aug. 2019
Facebook and Songkick	Extended API Agreement (Events)	Feb. 2017
Facebook and eBay	Marketplace and ads signals	Mar. 2017; enforcement activities through at least 2020
Facebook and SuperBoletos	Extended API Agreement (Events)	Apr. 2017
Facebook and Ticketbox Pte. Ltd.	Extended API Agreement (Events)	May 2017
Facebook and LiveNation	Extended API Agreement (Events)	May 2017; amended Apr. 2018
Facebook and Boletia	Extended API Agreement (Events)	Jun. 2017
Facebook and eTicket	Extended API Agreement (Events)	Jul. 2017
Facebook and SeatGeek	Extended API Agreement (Events)	Jul. 2019
Facebook and Netflix	Watch and ads signals	Aug. 2017-Mar. 2018; enforcement activities

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Parties	Subject Matter	Approximate Date(s)
		throughout 2018 into at least 2019
Facebook and Ticketbooth	Extended API Agreement (Events)	Sep. 2017
Facebook and Showpass	Extended API Agreement (Events)	Oct. 2017; Dec. 2017
Facebook and ETK Boletos, S.A. de C.V.	Extended API Agreement (Events)	Dec. 2017
Facebook and Eventbrite	Extended API Agreement (Events)	Mar. 2018
Facebook and Google	Header bidding, exchange auctions, user identification and targeting	Sep. 2018; enforcement activities through at least 2020
Facebook and Big Neon	Extended API Agreement (Events)	May 2019
Facebook and Xorbia Technologies Inc. d/b/a Big Tickets	Extended API Agreement (Events)	May 2019
Facebook and Humantix	Extended API Agreement (Events)	May 2019

These agreements were “exclusionary” because during the Advertiser Class Periods (*i.e.*, since December 2016), Facebook had monopoly power in the United States Social Advertising Market, and sought to (and successfully did) maintain that monopoly power through exclusionary acts that included each of the above agreements. The contours of Facebook’s monopoly in the United States Social Advertising Market, and the details of how the above-referenced agreements anticompetitively contributed to it, thereby constituting “exclusionary” acts under Sherman Act case law, are explained in the following subsections, based on the information presently known to Advertiser Plaintiffs, in the midst of fact discovery and prior to expert discovery in this case. Advertiser Plaintiffs note, although this has already been specifically stated in an objection, that answering this interrogatory in the manner Facebook seeks requires a well-defined understanding of the Social Advertising Market and its barriers to entry, a well-defined understanding of Facebook’s conduct in connection with each referenced agreement during the Relevant Period, and an expert evaluation of pricing and competition in the United States Social Advertising Market during the Relevant Time Period. Given that expert